

The 28th June, 1979

No. 193.—Whereas it appears to the Governor of Haryana that land is likely to be required to be taken by Government, at public expense, for a public purpose, namely, constructing a road from approaches of New Bridge on Bhalaut Sub-BRANCH on Sonepat-Gohana Road, it is hereby notified that the land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894, to all whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana is pleased^d to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested who has any objection of the acquisition of any land in the locality may within 30 days of the publication of this notification, file an objection in writing before the Land Acquisition Collector, Haryana, P. W. D., B. & R. Branch, Ambala Cantt.

SPECIFICATION

District	Tehsil	Locality	Area in acres	Remarks
Sonepat	Gohana	Jauli	1.55	Killa No. 130, 2, 3, 7, 8, & 14
Do	Do	Kheri Damkan	.83	Killa No. 81, 16, 18/1, 18/2, 19/1, 19/2, 20, 22/1, 22/2, 23, 24, 25, 82/16, 98/5, 819/1, 893, 133
Total:				1.38

(Sd.) . . . ,

Superintending Engineer,
Jind Circle, P. W. D., B. & R. Branch, Jind.

INDUSTRIES DEPARTMENT

The 21st June, 1979

No. 2/16/78-21B(I).—In pursuance of the provision contained in the Articles of Association of Punjab Export Corporation Ltd., and the Government of India, Ministry of Home Affairs, Notification No. F-17/82/88-SR, dated the 15th February, 1967, the Governor of Haryana is pleased to nominate Shri D. V. Virmani, Additional Director, Directorates of Industries, Haryana as a Director of the Punjab Export Corporation Ltd., vice Shri K. R. Punia, I. A.S.

V. K. SIBAL,
Commr. & Secy.

LABOUR DEPARTMENT

The 25th June, 1979

No. 11 (112)-3Lab-79/7073.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the management of M/s. Jindal Strips Limited, Delhi Road, Hissar.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

No. 349 of 1978

SHRI SUKH RAM, WORKMAN AND THE MANAGEMENT OF M/S. JINDAL STRIPS LTD., DELHI ROAD, HISSAR

Present.—

Shri Tek Chand Gupta, for the workman.

Shri V. P. Gupta, for the management.

AWARD

By order No. ID/HSR/8/78/55705, dated 14th December, 1978, the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissat and its workman Shri Sukh Ram to this Court, for adjudication in exercise of the powers conferred by clause (c) of subsection (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Sukh Ram, was justified and in order ? If not, to what relief is he entitled ?

On receipt of order of reference, notices were issued to the parties. The parties appeared and filed Photostat copy of settlement dated 7th February, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, bonus, earned leave wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Shri Tek Chand, authorised representative who is General Secretary of Mazdoor Ekta Union, Hissar, also made the following statement :—

"The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in reinstatement by the management and, therefore, does not want to pursue this reference. The reference may be filed".

In view of the settlement and the statement of the representative of the workman, I answer the award that the termination of services of Shri Sukh Ram was justified and in order and he is not entitled to any further relief.

BABU RAM GOYAL.

Dated the 30th May, 1979.

Presiding Officer,
Labour Court, Haryana,
Rohtak.

Endorsement No. 1345, dated the 8th June, 1979.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,

Presiding Officer,
Industrial Tribunal, Haryana,
Rohtak.

No. 11(112)-3Lab-79/7078.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s Jindal Strips Ltd., Delhi Road, Hissar.

**BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA ROHTAK**

Reference No. 387 of 1978

**SHRI SATYA NARYAN, WORKMAN AND THE MANAGEMENT OF M/S JINDAL
STRIPS LTD., DELHI ROAD, HISSAR**

Present.—

Shri Tek Chand Gupta, for the workman.

Shri V. P. Gupta, for the management.

AWARD

By order No. ID/HSR/8/78/55758, dated 14th December, 1978, the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissar and its workman

Shri Satya Naryan to this Court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Satya Naryan was justified and in order? If not, to what relief is he entitled?

On receipt of order of reference, notices were issued to the parties. The parties appeared and filed photo-stat copy of settlement dated 7th February, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, bonus, earned leave, wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Shri Tek Chand, authorised representative who is General Secretary of Mazdoor Ekta Union, Hissar, also made the following statement:—

"The workman has received his compensation for termination of his services and all other claims from the management. He is no longer interested in reinstatement by the management and, therefore, does not want to pursue this reference. The reference may be filed".

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Shri Satya Naryan was justified and in order and he is not entitled to any further relief.

BABU RAM GOYAL,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

Endorsement No. 1342, dated 8th June, 1979.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 11(112)-3Lab-79/7079.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and management of M/s Jindal Strips Ltd., Delhi Road, Hissar.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 356 of 1978

SHRI MANGRU PARSHAD, WORKMAN AND THE MANAGEMENT OF M/S JINDAL STRIPS LTD., DELHI ROAD, HISSAR

Present:—

Shri Tek Chand Gupta, for the workman.

Shri V. P. Gupta, for the management.

AWARD

By order No. ID/HSR/8/78/55752, dated 14th December, 1978, the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissar, and its workman Shri Mangru Parshad to this Court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether termination of services of Shri Mangru Parshad, workman, was justified and in order? If not, to what relief is he entitled?

On receipt of order of reference, notices were issued to the parties. The parties appeared and filed Photostat copy of the settlement dated 7th February, 1979 arrived at between the parties under

section 18 of the Industrial Disputes Act, 1947. As per settlement of the management agreed to pay gratuity, bonus, earned leave wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Shri Tek Chand, authorised representative who is General Secretary of Mazdoor Ekta Union, Hissar also made the following statement :—

· The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in reinstatement by the management and, therefore, does not want to pursue this reference. The reference may be filed".

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Shri Mangru Parshad was justified and in order and he is not entitled to any further relief.

Dated 30th May, 1979.

BABU RAM GOYAL,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

Endorsement No. 1341, dated 8th June, 1979.

Forwarded (four copies) to the Secretary to Government, Haryana, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. II(II2)-3Lab-79/7094.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Jindal Strips Ltd., Delhi Road, Hissar.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 21 of 1979

SHRI BHABHUTI PARSHAD, WORKMAN AND THE MANAGEMENT OF M/S JINDAL
STRIPS LTD., DELHI ROAD HISSAR

Present.—

Shri Tek Chand Gupta, for the workman.

Shri V. P. Gupta, for the management.

AWARD

By order No. ID/HS R/87-78/3167, dated 19th January, 1979, the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissar and its workman Shri Bhabhuti Parshad to this Court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Bhabhuti Parshad was justified and in order ?
If not, to what relief is he entitled ?

On receipt of order of reference, notices were issued to the parties. The parties appeared and filed photostat copy of settlement dated 7th February, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, bonus, earned leave, wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Shri Tek Chand, authorised representative who is General Secretary of Mazdoor Ekta Union, Hissar, also made the following statement :—

"The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in reinstatement by the

management and therefore does not want to pursue this reference. The reference may be filed."

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Shri Bhabhuti Parshad was justified and in order and he is not entitled to any further relief.

Dated 31st May, 1979

BABU RAM GOYAL,
Presiding Officer,
Labour Court Haryana,
Rohtak.

Endst. No. 1363, dated 8th June, 1979

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 11(112)-3Lab-79/7156.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s. Jindal Strips Ltd., Delhi Road, Hissar.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 323 of 1978

SHRI PAT RAM, WORKMAN AND THE MANAGEMENT OF M/S JINDAL STRIPS LTD., DELHI ROAD, HISSAR

Present:

Shri Tek Chand Gupta, for the workman.

Shri V. P. Gupta, for the management.

AWARD

By order No. D/HSR/74-78/53582, dated 28th November, 1978, the Governor of Haryana, referred the following dispute between the management of M/s. Jindal Strips Ltd., Hissar and its workman Shri Pat Ram to this Court, for adjudication, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Pat Ram was justified and in order? If not, to what relief is he entitled?

On receipt of order of reference, notices were issued to the parties. The parties appeared and filed Photostat copy of settlement, dated 9th February, 1979, arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, bonus, earned leave, wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Shri Tek Chand, authorised representative who is General Secretary of Mazdoor Ekta Union, Hissar, also made the following statement:

"The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in reinstatement by the management and therefore, does not want to pursue this reference. The reference may be filed."

In view of the settlement and the statement of the representative of the workman, I answer the award that the termination of services of Shri Pat Ram was justified and in order and he is not entitled to any further relief.

Dated the 31st May, 1979.

BABU RAM GOYAL,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 1258, dated the 3rd June, 1979.

Forwarded (four copies), to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

The 27th June, 1979

No. 11(112)-3Lab-79/6187.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M s. Pee Kay Industries, 110 DLF, Industrial Estate, Faridabad.

BEFORE SHRI NATHU RAM SHARMA,
PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, HARYANA,
FARIDABAD.

Reference No. 225 of 1976.

between

SHRI BIPLAB KUMAR DASS, WORKMAN AND
THE MANAGEMENT OF M.S. PEE KAY
INDUSTRIES, 110 D.L.F. INDUSTRIAL ESTATE
FARIDABAD.

Present:

Shri Sagar Ram Gupta, for the workman.
Shri R. C. Sharma, for the management.

AWARD

By order No. ID FD/1020-A-76/39787, dated 20th October, 1976 the Governor of Haryana referred the following dispute between the management of M's. Pee Kay Industries, 110 D.L.F. Industrial Estate, Faridabad and its workman Shri Biplab Kumar Dass, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act.

Whether the termination of services of Shri Biplab Kumar Dass was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties following issues was framed on 29th April, 1977:—

1. Whether the termination of services of Shri Biplab Kumar Dass was justified

and in order ? If not, to what relief is he entitled ?

And the case was fixed for the evidence of the management. The management examined Shri Parmod Kumar Sehgal their Managing Partner as MW-1 and closed their case. Then the case was fixed for the evidence of the workman. The workman examined Shri Lal Chand, Shri Gora Bal ex-workmen of the management as WW-1 and WW-2 and examined himself as WW-3 and closed his case. Then the case was fixed for arguments. Arguments were heard at length. Now I give my finding on the issue:

The management examined one Shri Parmod Kumar their Managing Partner as MW-1 who stated that he supervised and administered all the affairs of the management and the factory was registered under small scale industry. He showed original certificate and gave its number which was returned. He further deposed that his factory was not registered under the Factories Act but was registered under Shops and Commercial Establishments Act. He further deposed that the machine working in their factory is automatic, tuber moulder type D-2. It was leased to them under hire purchase agreement by the National Small Industries Corporation and its value was Rs. 5,11,359.62 which was seen and returned. He then produced articles on the machine Exhibit M-2 and M-3. He further deposed that the workman had joined his factory in November, 1974 and had received training under Mr. Ghosh an Operator and Shri Parnal Chaudhary another Operator. Shri Parnal Chaudhary was drawing Rs. 350 per mensem and was working as an operator. Mr. Ghosh had also worked as operator but his pay was higher i.e. 800 per mensem. The workman was getting Rs. 450 per mensem. When Shri Ghosh and Parnal Chaudhary left, the workman was In-charge of the machines. He was drawing Rs. 325 per mensem. Then his pay was raised to Rs. 450 per mensem in January, 1976. In March and April, 1976 this workman damaged the machinery considerably. The machine was still damaged.

He further deposed that it could be checked physically that the machine was damaged. He further deposed that the first production is Exhibit M-2. Thereafter by an automatic cut by that machine Exhibit M-3 is produced but Exhibit M-3 could not be produced automatically after damage caused by this workman to the machine. He further deposed that they had to take the process of cutting manually and that takes much time and that is not to the mark. That is a minor defect but its affects in the market. They cannot fetch the same price of Exhibit M-3 which they could fetch previously, when the machine was not damaged and there was automatic cut by that machine. The damage to the machine also effected the production adversely and the efficiency of the machine has also been reduced very considerably. He had brought the broken part of the machine for inspection of the court and deposed that the machine could not be repaired upto now being an imported one, because that part was not available in India, although they had applied for importing that part which is called cutting device. After the damage even the workman had to be laid off. The part of the machine was seen and returned. And because of that damage to the machine, the management terminated the services of the workman. Exhibit M-5 was given to the workman under registered cover. A.D. form is Exhibit M-6 bearing signatures of the workman. He produced Exhibit M-7 and deposed that the workman had received all his dues in full and final settlement and produced the receipt Exhibit M-8 and stated that it was signed by the workman on revenue stamp. He had also brought Cash Book and ledger book. He was allowed to produce cash book and ledger book on payment of costs on the ground of late production. The workman admitted his signatures on Exhibit M-8 but pleaded fraud and misrepresentation stating that there was some another matter above the matter of Exhibit M-8 and Exhibit M-8 is a part of full sheet paper. The upper part has been torn away and has been separated from it. The cash book showed a debit of Rs. 1,275 paid to the workman against 7th entry on page number 82. The ledger folio is shown as 162. The cash book and ledger are in the hand writing of a part-time accountant Mr. Gupta. The cash book commences from 1st April, 1976 and was up to 31st March, 1977. He further deposed that when goods were supplied to the customers in a damaged condition they rejected and returned the goods and issued debit

note Exhibit M-9. He further deposed that the cash book and ledger book has been produced in Sales Tax department and they are checked there. In cross-examination he stated that Mr. Ghosh had introduced the workman to him. Shri Ghosh had told him that the workman had worked at Gaziabad. There were eight workmen to operate power driven machine. At that time there was one person in management staff who was part time. He denied a suggestion that there were about 17 or 18 workmen working on power driven machine. This shows that the factory is a small one. There are two units in these premises, one of this management and another of their contractor. He further deposed that he had protested that E.S.I. scheme did not apply to them as their's was small industry but the E.S.I. Inspector told him that there were two units in one shed one of theirs and another of the contractor's and their total number of the workmen of both units in one shed shall be considered for the application of E.S.I. scheme. Then the E.S.I. scheme was applied to them. He put the workman Incharge on the machine as two senior officers had left the factory. He admitted that the workman was neither I.T.I. passed nor had certificate having practical experience. The workman has been working on this machine previously as a helper under Mr. Ghosh or Chaudhry. He denied that Exhibit M-8 is a forged one and that its above portion has been torn away and separated away and has been withheld by the management. He also denied that the contents of receipt had been type written after affixing the revenue stamp and after the workman signed it in order to make it receipt. There was some pencil writing in cash book but that is permissible by the rule of accountancy. He further deposed that when the receipt was prepared, he was at Bombay and signatures of the workman concerned on Exhibit M-8 were not obtained in his presence. The management then closed their case.

Then the case was fixed for the evidence of the workman. The workman examined Sarvshri Lal Chand, Goran Ball and himself as WW-1, WW-2 and WW-3 respectively. WW-1 and WW-2 deposed that they were ex-workmen of this management. WW-1 worked from 18th January, 1976 to 23rd January, 1978. WW-1 stated that the management obtained signatures on an undertaking drafted in English of the intending employee that he shall not be a member of the workers union and he signed such

a subject which was in English without knowing it. He stated that the workman did not damage any part of the machine. He further stated that payment of wages is made on a register. It is paid on vouchers also. I do not attach any importance to these witnesses who stated that he was ex-employee of the management. There is no reliable evidence that the workman had deposed truth. Similar is the statement of WW-2 who also stated that he worked with this management from November, 1975 to March, 1976. He is unconcerned. The services of the workman was terminated on 16th June, 1976 as per the demand notice, hence this witness is of no use at all. He also deposed regarding a practice of the management that the management obtained signatures on a subject type written in English at the time of appointment of the employee on an undertaking the employee shall not be a member of any union. The evidence of this witness is also irrelevant. He has deposed regarding appointment also but he was not working with this management at the appropriate time. His evidence is quite false. This witness deposed that the machine had already defect. WW-1 did not depose that the machine already had defect which means that the machine was damaged. I have gone through the pleadings of the parties also. Demand notice simply states that the management illegally terminated the services of the workman and asked for reinstatement with full back wages and continuity of service. The claim statement of the workman is very important. The workman concerned himself has stated that he was working as an operator in the factory getting salary of Rs. 450 per month. The claim statement states that the management terminated his services because he wanted to employ any other workman in his place. The statement of claim is dated 7th December, 1976. MW-1 was examined on 6th October, 1977, i.e. after one year and four months of the termination of services of the workman and by that time the management had not appointed any other workman in place of the workman, otherwise the workman could have put this question in cross examination of MW-1. The workman has not alleged animus against him on the part of the management. It does not stand to reason as to why the management should have levelled a false charge of damage of machine to the workman. I have gone through all the documents on the file. The workman has stated that his services were terminated with effect from 16th

June, 1976, in examination in chief he stated that he was laid off from 16th June, 1976 to 19th June, 1976 and other workmen were taken on duty but he was not, and the management did not give him anything in writing on 21st June, 1976, when he went to the factory and the management terminated his services abruptly. The workman denied that he caused damage or defect to the machinery. The workman further stated that he had raised a demand with the management for taking work from the workman for eight hours only and demanded overtime and therefore, the management terminated his services and the management brought some other operators from some where. The workman gave this statement on 22nd September, 1978 and prior to this, he nowhere has stated that his services were terminated for this reason. This seems to be an after thought. The workman had deposed that the management had obtained his signatures on some papers at the time of appointment. This is in order to prove that Ex. M-7, M-8 are forged documents.

In cross examination of MW-1 the workman has tried to make out a case that the workman was not well qualified and ought not have been appointed as an operator and if the management appointed him as an operator it was an error of the management. Qualification of the workman and experience etc. have been put in cross examination of MW-1 but the workman himself has stated on 12th October, 1978 that he had previously worked as an operator and the management had not allotted him the work of operator in the beginning but he had worked previously as a helper. He had worked on this machine since November, 1974 till his services were terminated. He has clearly stated that after Mr. Ghosh left in October, 1975 he was working as an operator on this machine with Shri Gorang Ball, who left in March, 1976. He gave details that some time he worked on the machine on operating side and at other time on painting side he began to reside in Faridabad in February, 1976. Prior to that he was residing in Delhi. He admitted his signatures as correct as on Ex. M-9. He further stated that he could not reply Ex. M-5 as he was not here and he could not show his disease to any Doctor at Faridabad. The workman also closed his case. Ex. M-1 is a copy of form "F" under section 10 of the Punjab Shops and Commercial Establishment Act. It shows that the management is registered under Shops and Commercial

Establishments Act, Ex. M-4 is a letter discharging the workman from service. Ex. M-7 is a receipt of termination notice. Ex. M-8 is a receipt of Rs. 1275. Ex. M-5 is a letter asking the workman to collect 14 days salary for the month of June plus compensation for termination of leave. Ex. M-6 is A.D. form Ex. W-1 is postal receipt addressed to the manager of the management. Ex. W-3 is some medical certificate. Ex. M-9 is postal receipt addressed to the workman at Faridabad. Ex. M-10 is a letter from the management to the workman asking him for confirming the number of holidays that he has availed. Ex. M-11 is application for casual leave. Ex. M-12 is a letter from the workman to the management feeling some regret for mistake. This is a case wherein the management alleged damage to their machinery by the workman before this Tribunal, whereas formerly they neither levelled this charge nor held any enquiry, but because no enquiry was held the management could prove the damage caused to their machinery by the workman before this Tribunal which they proved. The representative for the workman argued that the management had pleaded dismissal simplicitor and that the management produced only one witness whose statement is uncorroborated. The management has produced the Managing Partner of the management as MW-1, who is a reliable witness. The statement of a solitary witness can be relied on if it does not suffer from such defects as render it unreliable. I do not find anything which renders the statement of MW-1 unreliable. I, believe in his statement that the workman caused damage to their machinery. He has produced Ex. M-2 to M-3. He had also brought the damaged part of the

machine which was returned to him. It is correct that the cutting device could cut as was needed scientifically. Cutting manually is also an alternative process applied for by the management but that cannot give as much efficiency as can be given by cutting device. As far as Ex. M-7 and M-8 are concerned it is a bone of contention between the parties, according to the workman they are forged one and according to the management they are genuine but I do not give any finding thereon as this matter was not put in issue and is not in issue before me. As the workman caused damage to the machinery of the management being an operator of that machine and the machine was valuable one, I think the management was justified in terminating the services of the workman. I decide this issue accordingly. While answering the reference I give my award that the termination of services of the workman Shri Biplab Kumar Dass was justified and in order. He is not entitled to any relief.

Dated the 12th June, 1979.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 494, dated 14th June, 1979.

Forwarded, (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 11(112)-3Lab-79/6188.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Faridabad in respect of the dispute between the workmen and the management of M/s Jai Hind Investment and Industries Pvt. Ltd. Faridabad.

BEFORE SHRI NATHU RAM SHARMA PRESIDING OFFICER INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD
Reference No. 103 of 1977

between

SHRI K. L. MATA WORKMAN AND THE MANAGEMENT OF M/S JAI HIND INVESTMENT
AND INDUSTRIES PVT., LTD., FARIDABAD

Present :—

Shri Sagar Ram Gupta, for the workman.
Shri R.C. Sharma, for the management.

AWARD

By order No. ID/FD/184-77/27439, dated 22nd July, 1977 the Governor of Haryana referred the following dispute between the management of M/s Jai Hind Investment and Industries Pvt. Ltd., Faridabad—and its workman Shri K. L. Mata, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri K. L. Mata was justified and order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties the following issues were framed on 1st December, 1977 —

(1) Whether Shri K. L. Mata is not a workman ?

(2) Whether the termination of services of Shri K. L. Mata was justified and in order ? If not, to what relief is he entitled ?

And the case was fixed for the evidence of the management. The management examined Shri O. P. Gaur their Security Officer as MW-1 who stated that on 28th January, 1977 a peon came to him and told him that there was some quarrel in the office and went there and saw that the workman and their supplier of scrap were quarrelling in the office. The reason of quarrel was that the supplier had lost a bet with the workman and he did not pay. The workman was a Steno-typist. There were several officers at the distance of four or five feet. In cross-examination he stated that he was an employee of M/s Dabriwal Steel and Engg. and was not an employee of this management. Then he saw some "tun-tun main-main" was going on. He admitted in cross-examination that the workman did not manhandle the supplier. The management also examined Shri Hari Mohan Senior Time Keeper as MW-2, MW-3, stated that Dabriwala Steel and this management are situated within the same premises. He deposed that muster roll of the staff and the workmen of both these factories are different and office is in the same building. In cross-examination he stated that gates of both these factories are different. The representative for the management tendered in evidence some documents Ex. M-1 to M-7 and closed their case. The workman examined himself as WW-1 and closed his case. The workman denied the charges. It was a case of no enquiry and charges had to be proved before me and the management gave evidence to prove the charges. I now give my findings issues-wise :—

Issue No. 1.—There is not an iota of evidence on this issue and therefore, I find this issue against the management.

Issue No. 2.—The evidence discussed heretofore leads me to conclude that there was no fault of the workman and charges against him were not proved. In these, circumstances, termination of services of the workman was neither justified nor in order. I find this issue against the management.

As a result of my findings on the issues, I answer this reference and give my award that termination of services of the workman was neither justified nor in order. He is entitled to reinstatement with continuity of service and with full back wages.

Dated the 12th June, 1979.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 495, dated 14th June, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 11(112)-3 Lab-79/6189.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s Sovrin Knit Works, 20/4, Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL
HARYANA, FARIDABAD

Reference No. 264 of & 265 of 1978

between

SHRI HIDATULLAH AND ABDUL REHMAN WORKMEN AND THE MANAGEMENT
OF M/S. SOVRIN KNIT WORKS, 20/4, MATHURA ROAD, FARIDABAD

Present :

Shri Adarsh Kishore, for the workman.

Shri H. L. Kapoor, for the management.

AWARD

By order No. ID/FD/46-78/33842, dated 19th, July, 1978 and ID/FD/48-78/33836, dated 19th, July, 1978 to the Governor of Haryana referred the following dispute between the management of M/s. Sovrin Knit Works, 20/4, Mathura Road, Faridabad and its workmen Shri Hidatullah and Abdul Rehman to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

1. Whether the termination of services of Shri Hidatullah was justified and in order ? If not, to what relief is he entitled ?

2. Whether the termination of services of Shri Abdul Rehman was justified and in order ?
If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared. Lastly the representative for the workmen stated that workman has not contacted him since long and he is not in the know of the whereabouts of the workman. He has no instructions from the workman and he does not want to appear in the case.

In the circumstances, it seems that the workman is not taking interest in pursuing his dispute and has left for good. I, therefore, give my award that there is no dispute between the parties.

Dated 12th June, 1979.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 496 dated 14th June, 1979.

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal,
Haryana Faridabad.

No. 11(112)-3Lab-79/6192.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s Lakshmi Rattan Engineering Works Ltd., Faridabad.

BEFORE SHRI NATHU RAM SHARMA,
PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, HARYANA,
FARIDABAD

Reference No. 188 of 1976.
between

SHRI RAM KISHAN, WORKMAN AND THE
MANAGEMENT OF M/S. LAKSHMI RATTAN
ENGINEERING WORKS LIMITED,
FARIDABAD.

Present:

Shri R. N. Roy, for the workman.

Shri R. C. Sharma, for the management.

AWARD

By order No. ID/FD/785-D-76/32574, dated 1st September, 1976 the Governor of Haryana referred the following dispute between the management of M/s. Lakshmi Rattan Engineering Works Limited, Faridabad and its workman Shri Ram Kishan, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Ram Kishan was justified and in

order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were sent to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, following issues were framed on 5th May, 1977:—

- (1) Whether this dispute is barred by the principles of res judicata ?
- (2) Whether the termination of services of the workman concerned was justified and in order ? If not, to what relief is he entitled ?

And the case was fixed for the evidence of the management. The management examined Shri S. L. Awasthy their Factory Manager and closed their case. Then the case was fixed for the evidence of the workman. The workman examined himself and closed his case. Then the case was fixed for arguments. Arguments were heard. I now give my findings issuewise:—

ISSUE No. 1:

On issue No. 1, the management produced an order in application No. 15 of 1974 passed by the Labour Court, Haryana, Rohtak. The learned Presiding Officer of the Labour Court, Rohtak held issue No. 3 against the workman holding that the workman was not in supervisory category and that the workman was a workman only. The said Labour Court held that the workman was not promoted as a chargehand in supervisory grade. The representative for the workman argued that this did not operate as res judicata

before this Tribunal, as the Labour Court has given that findings under section 33-C(2) of the Industrial Disputes Act in a claim for computation of benefits in money value and this is a regular reference against termination of his services. I agree with the representative for the workman that the learned Presiding Officer of the Labour Court had given that findings in an application under section 33-C(2) of the Industrial Disputes Act which was a claim petition for money after computation of benefits and this is a regular reference as to whether termination of services of the workman was justified or not, but as far as the point decided by the Presiding Officer of the Labour Court that the workman was not promoted as a chargehand in supervisory grade is good in law, as that Court could decide that point and that point arose before that Court for decision, as the workman had lodged his claim in that application on the plea that he had been promoted as a chargehand in supervisory category and had claimed benefits in money value for that post of chargehand in supervisory category. Therefore, that decision was well within the jurisdiction of the Labour Court and the Labour Court decided that. I do not find any reasons to why the findings of the said Labour Court that the workman had not been promoted as a chargehand in supervisory category should not be upheld. Before this Tribunal also the workman is estopped from pleadings that he had been promoted as a chargehand in supervisory category and that he was a supervisor. The point before me is also this that the workman did not perform his duties which were originally assigned to him on the plea that he had been made a supervisor and he shall not perform this duty of a workman and when the said Labour Court decided that the workman has not been promoted as a supervisor, how I can hold that the workman was right in refusing to work on his original post and on the ground that he had been promoted as a supervisor and would perform duties of a supervisor only. The learned Presiding Officer of the Labour Court was competent to decide that point in that application and he decided it after taking evidence giving all opportunities to the parties and after considering the pleas and arguments of the parties in that application. The findings of the Labour Court in that application, therefore, holds good.

MW-1 stated that the workman was Hawkshaw machine operator. In Ex. M-3 the workman has been addressed by the management by his name bearing token number 504 Hawkshaw department general store. Similarly in Ex. M-2 the workman has been addressed by his name C/o

Stores department. Ex. M-1 is the said order of the Labour Court dated 30th June, 1976. In Ex. M-4 and M-5 also the workman has been described as in Ex. M-2 and M-3. There are applications of the workman in which the workman has shown himself in Hawkshaw department. I, therefore, decide issue No. 1 accordingly as per my above observations.

ISSUE No. 2:

MW-1 stated that the workman had been appointed as Hawkshaw machine operator and stopped that work for the last 7 years on the plea that he was a supervisor and he will not operate the machine. The management issued him several orders,—vide letter Ex. M-2 to M-5 but the workman did not agree at all. The workman was working in this factory for the last 15 or 16 years. He also stated that they had instructed the workman to look after the work of grinding, chipping and hawkshaw section with effect from 19th April, 1964, copy whereof is Ex. W-1. In store department there were two Hawkshaw machines and one grinding machine. About one or two persons were alone in stores, on Hawkshaw and grinding machines in addition to this workman. The workman stated that he was receiving Rs. 190/- as wages at the time of termination of his services and that he had received an order for looking after the work of grinding, chipping and Hawkshaw section from that date and there were eight persons in that department. He was distributing work to other workmen and he did not receive any order after 19th July, 1964, rescinding or cancelling the said order. In cross-examination he admitted that he had taken number. He further admitted in cross examination that he management had told him to work on Hawkshaw machine but he refused stating that he shall do his duty only. He further told the management that they had no right to ask him to work on Hawkshaw machine and there were four hawkshaw machines in the department and one shift was working in that department. In the department there were two grinding-man and two chipping man. He further admitted in cross-examination that several officers of the management had asked him on and off during the last four or five years to operate hawkshaw machine but he had been refusing to operate that machine on the ground that he had been allotted his duty of looking after the work in the department and that he did not do any work except looking after the work of the department. He admitted that the Labour Court had dismissed his application.

If the management once ordered the workman instructing him to look after the work in

his department, it did not make the workman a supervisor. It did not give right to the workman to refuse to work on his original post. Originally he was a hawkshaw machine operator. Instructions for looking after the work in department might be temporary and might be in addition to the duties of the workman. Such instructions did not alter his designation and does not give right to the workman to refuse to work on his original post. The workman has wrongly refused to work on his original post on the plea that he was instructed to look after the work of department and he went on refusing that work for five or six years. The perseverance of the management is appreciable. The Labour Court decided on 30th June, 1976, that the workman was not a supervisor and thereafter the workman went on refusing to work on his post and went on agitating that he was a supervisor and he shall only look after the work and shall not work in the department. It was in these circumstances, that the management terminated his services. What else the management could do. The workman was very adamant in not doing his work and stressing that he shall only look after the work, as such instructions once were given to him. The plea of the workman that that order has not

been rescinded falls on the ground as soon as he admitted that the management and its officers asked him several times to work on his machine. This is rescission. By asking the workman to work on his machine, the management have verbally and virtually rescinded these instructions. I, therefore, decide issue No. 2 in favour of the management. While answering the reference, I give my award that the termination of services of the workman was justified and in order. He is not entitled to any relief.

The 4th June, 1979.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal,
Haryana, Faridabad.

No. 508, dated the 14th June, 1979.

Forwarded (four copies) to the Secretary to Government Haryana Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,
Presiding Officer.
Industrial Tribunal,
Haryana, Faridabad.

No. 11(112)-3Lab-79/6194.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act, No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/s Madan Trading Co., 14-D.L.F. Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD.

Reference No. 566 of 1978

between

SHRI JILE DAR, WORKMAN AND THE MANAGEMENT OF M/S. MADAN TRADING CO., 14-D.L.F. MATHURA ROAD, FARIDABAD.

Present:—

Workman in person.

Shri D. C. Bhardwaj, for the management.

AWARD

By order No. ID/219-78/54232, dated 1st December, 1978, the Governor of Haryana referred the following dispute between the management of M/s. Madan Trading Co., 14 D.L.F. Mathura Road Faridabad and its workman Shri Jile Dar., to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of service of Shri Jile Dar was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and settled their dispute, according to the settlement, the management paid a sum of Rs. 735/- to the workman,—*vide* two vouchers one for Rs 310/-, the other for Rs 425/- in full and final settlement of all

his claims including the right of reinstatement or re-employment. I, therefore, give my award in terms of the settlement that there is no dispute between the parties as the workman has already received a sum of Rs 735/- as said above.

NATHU RAM SHARMA,

Dated 12th June, 1979.

Presiding Officer,
Industrial Tribunal Haryana,
Faridabad.

No. 505, dated 14th June, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal Haryana,
Faridabad.

No. 11(112)3Lab-79/6195.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Faridabad, in respect of the dispute between the workman and the management of M/s Madan Trading Company, 14 DLF, Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL
HARYANA, FARIDABAD

Reference No. 569 of 1978

between

SHRI MOHD HADRISH WORKMAN, AND THE MANAGEMENT OF M/S MADAN TRADING COMPANY, 14 DLF, MATHURA ROAD, FARIDABAD.

Present: —

Workman in person.

Shri D. C. Bhardwaj, for the management.

AWARD

By order No. ID/FD/221-78/54910, dated 7th December, 1978, the Governor of Haryana referred the following dispute between the management of M/s Madan Trading Company, 14 DLF, Mathura Road, Faridabad and its workman Shri Mohd Hadrish to this Tribunal for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947: —

Whether the termination of services of Shri Mohd. Hadrish was justified and in order? If not, to what relief is he entitled?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and settled their dispute. According to the settlement, the management paid a sum of Rs 560/- to the workman—*vide* two volchers one for Rs. 150/-, the other for Rs. 310/- in full and final settlement of all his claims including the right of reinstatement or re-employment. I, therefore, give my award in terms of the settlement that there is no dispute between the parties, as the workman has already received a sum of Rs. of 560/- as said above.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 504, dated 14th June, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.